

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

EDI Media, Inc.

2. Registration Number

7086

3. Name of Foreign Principal

XinMin International, Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/20/2014
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

EDI agreed to print the U.S. Edition of the Xinmin Evening News, in exchange for monetary compensation.
This agreement terminated at the end of 2018

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Per the written contract, EDI agreed to print on a weekly basis 10,000 copies of the U.S. Edition of the Xinmin Evening News. In exchange, Xinmin agreed to pay EDI monetary compensation and allowed EDI to sell and retain advertising revenue on 17 of the 72 pages of the newspaper.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/26/2022

James Su

/s/James Su

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/26/2022

James Su



VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made and entered into on the date set forth below between the XinMin Evening News ("XinMin"), XinMin International, Inc. ("XinMin Int'l") and EDI Media, Inc. ("EDI") (collectively, the "Parties").

WHEREAS XinMin and XinMin Int'l desire to engage a vendor in Southern California to provide printing services; and

WHEREAS EDI desires to broaden distribution of its original content to the Chinese-speaking community in Southern California and expand its advertising base;

The Parties hereby agree as follows:

1. Obligations of EDI

In consideration for the commitments of XinMin and XinMin Int'l set forth in this Agreement, EDI agrees as follows:

- a. EDI shall print 52 issues of the U.S. Edition of the XinMin Evening News ("U.S. Edition"). Each weekly printing shall consist of 72 pages, comprised of 8 outer color pages and 64 inner black and white pages. The paper size shall be the same as the local paper *World Journal Weekly*, which is 13.5 inches by 11 inches. EDI shall print 10,000 copies per issue.
- b. EDI shall maintain the printing quality of the U.S. Edition at the same level as current issues. XinMin shall have the right to examine and verify the print quality of the newspaper, and any related expenses incurred by EDI. EDI agrees to cooperate with such verifications.
- c. EDI agrees that XinMin shall have the right to request remediation if it finds that the printing quality of the U.S. Edition is substandard, or that number of copies printed is less than 10,000 per issue. If the problem is not corrected after three written notices, XinMin shall have the right to request financial compensation and/or terminate the Agreement.

2. Obligations of XinMin and XinMin Int'l

In consideration for the commitments of EDI set forth in this Agreement, XinMin and XinMin Int'l agree as follows:

- a. XinMin Int'l shall pay EDI the sum of \$400,000 (four hundred thousand U.S. Dollars) per year;
- b. XinMin shall grant EDI the right to sell, and retain all revenues from, 17 full pages of advertising in each 72-page issue. This shall consist of 7 color pages and 10 black-and-white pages. EDI shall be solely responsible for designing and formatting the advertising.
- c. XinMin shall reserve 4 pages of the U.S. Edition for original journalism content to be created by EDI ("EDI Content"). EDI shall submit the EDI Content to the XinMin Evening News in Shanghai, which will place it into the electronic draft of the U.S. Edition. The final electronic draft will be sent via email to EDI to be printed.
- d. XinMin agrees to help EDI create sustainable events that celebrate Chinese arts and culture.
- e. XinMin Int'l agrees to distribute the U.S. Edition, including any EDI Content contained therein.

3. Agreement Period

This Agreement shall be valid from May 20, 2014 through May 19, 2019. A mutual mid-term evaluation will be taken after 3 years for any potential modification. The contract will be extended automatically for 2 years if no written notice of modification was given by either side 2 months prior to the end of the third year.

4. Confidentiality

No party involved may disclose or make public any confidential information contained in this agreement to any non-governmental entity or an unrelated third party.

5. Breach of Contract

Once signed, all parties agree to abide by the terms of the contract. Any party that fails to follow the terms of the contract will be deemed in default and will be held liable for breach of contract.

6. Resolution of Dispute

If a dispute should arise during the execution of this agreement, all parties in this contract agree to engage in mediation to resolve the issue. If a settlement cannot be reached through mediation, all parties agree to initiate arbitration proceedings to resolve the issue. The arbitration will be carried out according to China laws, by the Shanghai Arbitration Committee in Shanghai, China. The outcome of the arbitration will be final and binding.

This Agreement is under the protection of China laws; any addition or changes to the terms of the agreement must be made through negotiations by all parties with signed written memos.

Xinmin Evening News (China)

Representative:

Date

陈启伟
2015.9.15

Xinmin International, INC.

Representative:

Date

李翔
2015.5.15

EDI Media, INC. (US)

Representative:

Date


9/18/15